

★ **Roll Call Number**

Agenda Item Number
45

Date September 11, 2006

WHEREAS, the Des Moines Police Department is applying for a 2007 Governor's Traffic Safety Bureau Grant; and,

WHEREAS, the Des Moines Police Department will utilize these funds for officer overtime, training and equipment related specifically to traffic enforcement; and,

WHEREAS, this award is for \$90,100 for officer overtime, training and equipment; and,

WHEREAS, the grant period is from October 01, 2006 through September 30, 2007; and,

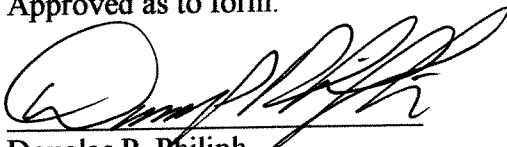
WHEREAS, there is no match requirement for this grant; and,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Moines, Iowa, that the grant application with the 2007 Governor's Traffic Safety Bureau Highway Safety is hereby approved and the City Manager or his designee to receive and file said application.

(Council Letter Number 552 attached)

Moved by _____ to approve

Approved as to form:


Douglas P. Philip

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
COLEMAN				
HENSLEY				
KIERNAN				
MAHAFFEY				
VLASSIS				
TOTAL				
MOTION CARRIED			APPROVED	
Mayor				

CERTIFICATE

I, DIANE RAUH, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

City Clerk

**GOVERNOR'S TRAFFIC SAFETY BUREAU
IOWA DEPARTMENT OF PUBLIC SAFETY**

CONTRACT NUMBER: Police Traffic Services, PAP 07-04, Task 07
ISSUING AGENCY: DPS/Governor's Traffic Safety Bureau
PROJECT CONTRACTOR: Des Moines Police Department
CONTRACT STATUS: Year 1
FISCAL SUMMARY:

	Highway Safety	Contractor	Total Funds
Cash Amount	\$90,100.00	\$ -0-	\$90,100.00

AGENCY/LAW/ SOURCE: National Highway Traffic Safety Administration
(NHTSA), Public Law 105-178, Sections 402 and 410

Submit Reimbursement Claims To:
Christine Burkett, State Programs Administrator
Governor's Traffic Safety Bureau
Wallace State Office Building, 4th Floor
Des Moines, IA 50319-0248

Issue Payment To:
Des Moines Police Department
25 East First Street
Des Moines, IA 50309

Submit Reports To:
Christine Burkett, State Programs Administrator
Governor's Traffic Safety Bureau
Wallace State Office Building, 4th Floor
Des Moines, IA 50319-0248
515-281-8348, FAX 515-281-6190

Transmit Contract Information To:
John Jones
Des Moines Police Department
25 East First Street
Des Moines, IA 50309
515-283-4884, FAX 515-237-1648

The Contractor agrees to furnish and deliver all products and perform all services set forth in the attached Special Conditions for the consideration stated herein. The rights and obligations of the parties to this contract will be subject to and governed by the Special Conditions and the General Conditions. To the extent that any specifications or other conditions which are made a part of this contract by reference or otherwise conflict, the Special Conditions and the General Conditions will control. To the extent that any inconsistency between the Special Conditions and the General Conditions exists, the Special Conditions will control. When approved, the instrument becomes a contract to accomplish the provisions contained within the Fiscal Year 2007 Highway Safety Plan, Program Area Plan 07-04, Task 07, and thereby constitutes an official program with the Governor's Traffic Safety Bureau. This activity meets the requirements of Public Law 105-178 and the requirements set forth in the Governor's Traffic Safety Bureau Procedures Manual, as amended.

IN WITNESS THEREOF, the parties hereto have executed this contract on the day and year last specified below.

CONTRACTOR:

By John J. Jones Date: 21 Aug 06

ISSUING AGENCY:

By _____ Date: _____
J. Michael Laski, Director

Effective Date: 10/01/06

Expiration Date: 09/30/07

SPECIAL CONDITIONS

Article 1.0 Identification of Parties. This Contract is entered into by and between the Iowa Department of Public Safety/Governor's Traffic Safety Bureau (hereafter referred to as DPS/GTSB) and the Des Moines Police Department (hereinafter referred to as Contractor).

Article 2.0. Statement of Purpose.

WHEREAS, the Highway Safety Plan is the tool for developing and improving overall safety capabilities; improving the program management and decision-making capabilities of safety officials; addressing special problems or opportunities; and providing a coordination mechanism for the purpose of reducing traffic-related property damage, personal injury and fatal crashes, and

WHEREAS, DPS/GTSB has been designated to administer the State and Community Highway Safety Programs established under Sections 402 and 410 of the Highway Safety Act of 1966, as amended, and

WHEREAS, the Contractor has the necessary ability to develop and carry out a portion of that Highway Safety Plan,

THEREFORE, the parties hereto do agree as follows:

Article 3.0 Area Covered. The Contractor will perform all the work and services required under this Contract in connection with and respecting the following areas:

City of Des Moines, Iowa

Article 4.0 Reports and Products. The Contractor will submit the following reports and products:

- 4.1 A Claim for Reimbursement (HSP-2) form, documentation and, if applicable, an Equipment Accountability Report (HSP-3) form for reimbursement.
- 4.2 A cumulative final report due November 1, 2007 covering accomplishments of Statement of Work and Services.
- 4.3 Any reports and products deemed prudent by the Issuing Agency or Contractor.
- 4.4 A copy of all audit reports within 30 days of completion of said audit.
- 4.5 Monthly activity reports due the 10th of the following month on forms provided by DPS/GTSB that quantify project activities as well as total departmental effort.
- 4.6 A long term cost assumption plan for the project by March 31, 2009.

Article 5.0 Designation of Officials.

- 5.1 DPS/GTSB - The Governor's Representative for Highway Safety and the Director of the Governor's Traffic Safety Bureau are the only persons authorized to execute and approve any changes in terms, conditions, or amounts specified in this Contract.

- 5.2 Contractor Designee, Chief William McCarthy, is designated to approve in writing, on behalf of the Contractor, the HSP-2 Claim for Reimbursement and any negotiated changes in this Contract.

Article 6.0 Key Personnel. The Contractor hereby assigns the duties and responsibilities of project administration to John Jones, representing the Contractor in this agreement.

Article 7.0 Time of Performance. The services of the Contractor will commence on or after the effective date stipulated on the signature page and will be completed before or by the expiration date.

Article 8.0 Modification of General Conditions. None.

Article 9.0 Additional Special Conditions.

- 9.1 Expense Documentation. The Contractor will document the expenditure of such funds authorized as eligible for reimbursement in accordance with the conditions of this Contract upon submission of the HSP-2 and, for equipment, the HSP-3 as supplied by DPS/GTSB.
- 9.2 Policies and Procedures. The Contractor will comply with all policies and procedures contained in the Iowa DPS/GTSB Policies and Procedures Manual, as amended, including appropriate attachments provided by DPS/GTSB in accordance with Sections 402 and 410 of the Highway Safety Act of 1966, and the Iowa Administrative Code, Section 661, Chapter 20.
- 9.3 Copyrights. The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
- a. The copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and
 - b. Any rights of copyright to which a grantee, sub grantee or a contractor purchases ownership with grant support.

Article 10.0 Conditions of Payment.

- 10.1 Maximum Payments. It is expressly understood and agreed the maximum amount to be paid to the Contractor by DPS/GTSB for any item of work or service will be the amount specified under Article 12.0 subject to Article 11.0 herein. It is further understood and agreed the total of all payments to the Contractor by DPS/GTSB for all work and services required under this Contract will not exceed \$90,100.00 unless modified by written amendment of this Contract as provided in Section 1.0 of the General Conditions.
- 10.2 HSP-2 Form for Payment. All payments to the Contractor will be subject to the DPS/GTSB's receipt of an HSP-2 and documentation. If claiming equipment, an HSP-3 must also be submitted. The Contractor must perform services and receive merchandise between the effective dates of the contract and pay for expenses prior to submitting the claim for reimbursement. An HSP-2 will be submitted on a form provided by the DPS/GTSB. No payments will be made if required claims and/or reports are more than two months past due unless approved by the DPS/GTSB Director.

10.3 Receipt of Federal Funds.

- a. All payments hereunder will be subject to the receipt of federal funds by the DPS/GTSB. The termination, reduction, or delay of federal funds to the DPS/GTSB may be reflected by a corresponding modification to the conditions of this Contract.
- b. Notwithstanding any other provisions of this Contract, if funds anticipated for the continued fulfillment of this Contract are at any time not forthcoming or insufficient, either through failure of the State of Iowa to appropriate funds, discontinuance or material alteration of the program for which funds were provided, the DPS/GTSB will have the right to terminate this Contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration. Unless otherwise agreed to by the parties, the Contract will become null and void on the last day of the fiscal year for which appropriations were received, except that if an appropriation to cover cost of this Contract becomes available within sixty (60) days subsequent to termination under this clause, the DPS/GTSB agrees to re-enter a Contract with the terminated Contractor under the same provisions, terms and conditions as the original Contract.
- c. In the event of termination of this Contract due to non-appropriation, the exclusive, sole and complete remedy of Contractor will be payment for services rendered prior to termination.

10.4 Non-Performance Termination. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this contract, or if the Contractor shall violate any of the agreements or stipulations of this contract, the DPS/GTSB shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The DPS/GTSB shall be the sole arbitrator of whether the Contractor or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Contractor or its subcontractor under the provisions of this contract. The Contractor and the DPS/GTSB further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.

10.5 The Contractor will arrange for an audit to be performed in accordance with OMB Circular A-133 when, as a non-federal entity, the Contractor receives \$500,000.00 or more in federal funds. The federal agency, National Highway Traffic Safety Administration, Department of Transportation, passes funds through the Department of Public Safety, Governor's Traffic Safety Bureau. The Catalog of Federal Domestic Assistance (CFDA) number 20.600 applies to State & Community Highway Safety Grants and CFDA number 20.601 applies to Alcohol Traffic Safety and Drunk Driving Prevention Incentive Grants. A copy of the audit report will be submitted to DPS/GTSB within thirty (30) days after the completion of the audit.

Article 11.0 Statement of Work and Services. The Contractor will perform in a satisfactory and proper manner, as determined by DPS/GTSB the following work and services:

- 11.1 The Contract will be monitored by the National Highway Traffic Safety Administration (NHTSA) and DPS/GTSB. All records and documents pertaining to the project are subject to auditing and evaluation by those agencies or their designees.
- 11.2 The Contractor will absorb all costs not contained in this contract.
- 11.3 The project will be evaluated on all items contained in the Statement of Work and Services and the Budget.
- 11.4 There will be no change in the Statement of Work and Services or Budget without prior written approval of DPS/GTSB.
- 11.5 The Contractor will comply with all requirements contained within the Policies and Procedures Manual of DPS/GTSB.
- 11.6 All documents relative to fiscal claims will be maintained in the Contractor's office and will be available for review during regular office hours.
- 11.7 Staffing plan:
 - a. Officers to conduct 1,500 hours of directed overtime enforcement.
- 11.8 Contract activities:
 - a. Conduct traffic enforcement directed at alcohol/drug-related and other traffic violations including at least two multi-agency enforcement events.
 - b. Conduct at least twelve public information/education activities.
 - c. Conduct and publicize results of two observational occupant protection surveys during February and August.
 - d. Purchase four NHTSA-approved lidar units and utilize for speed enforcement.
 - e. Purchase nine NHTSA-approved preliminary breath testers (PBTs) and three in-car video systems and utilize for alcohol/drug-related traffic enforcement.
 - f. Participate in traffic safety training with prior DPS/GTSB approval and submit a trip report within two weeks following any out-of-state travel.
- 11.9 Key dates:
 - a. By November 10, 2006 and the 10th of every month following through October 10, 2007, submit a monthly report as specified in Article 4.5.
 - b. By September 30, 2007, receive four lidar units, nine PBTs and three in-car video systems as specified in Articles 11.8(d) and (e).
 - c. By November 1, 2007, submit an annual report as specified in Article 4.2.
 - d. By March 31, 2009, submit a long-term cost assumption plan as specified in Article 4.6.

11.10 Objective/performance measures:

- a. Enforcement conducted with at least 200 alcohol/drug-related, 1,200 occupant protection, and 1,300 speed and other moving violation contacts reported.
- b. Twelve public information activities conducted and reported.
- c. Two occupant protection surveys completed and results publicized.
- d. Four lidar units, nine PBTs and three in-car video systems purchased and utilized.
- e. At least one officer instructed at DPS/GTSB approved training and a trip report submitted within two weeks of all out-of-state travel.

Article 12.0 Project Budget.

	<u>Highway Safety Funds</u>	<u>Contractor</u>
Personal Services		
Directed overtime enforcement	\$62,050.00	\$ 0.00
Training-related travel	\$ 1,500.00	\$ 0.00
Commodities	\$ 0.00	\$ 0.00
Equipment		
Four lidar units	\$12,000.00	\$ 0.00
Three in-car video systems and 9 PBTs	<u>\$14,550.00</u>	<u>\$ 0.00</u>
TOTAL	\$90,100.00	\$ 0.00
Soft match provided by Contractor:		\$33,172.00